TERMS AND CONDITIONS LOT OF CARP

A. OBLIGATIONS OWNER

Owner is required:

- 1. To appear on time and at the place agreed upon in this agreement;
- 2. Deliver the boat in good condition and complete with agreed inventory and accessories;
- 3. Deliver the fuel and gas tanks filled;
- 4. Give the renter sufficient instruction in advance for the use of the boat, the inventory and accessories.

B. OBLIGATIONS OF THE CLIENT

Client is required:

- 1. To pay the rental and security deposit or cancellation costs, even if he does not use the boat or for a part of the rental period;
- 2. Ensure that he has some sailing experience;
- 3. Use the boat as a careful skipper, in accordance with his instruction booklet;
- 4. Follow the instructions of the owner and the river authorities;
- 5. Not to use or rent the boat to others than specified in this agreement;
- 6. Return the boat to the owner in time (as agreed in this agreement) and in the same condition as at the start of the rental period subject to normal wear and tear. Client can choose not to clean afterwards. In this case the cleaning costs are € 80.

C. DEPOSIT

At the start of the rental period, the client pays a deposit of € 250 in cash to the owner. This amount will be refunded by the owner to the client, without deduction of administrative costs or the like, after deduction of what the client will still owe the owner.

D. CANCELLATION CLIENT

- 1. The client must cancel in writing, preferably by registered mail.
- 2. In the event of cancellation, the client owes the following cancellation costs:
 - 15% of the rental price if canceled more than 3 months before the start date of the rental period;
 - 50% of the rental price for cancellations longer than 2 months but no longer than 3 months before the start date of the rental period;
 - 70% of the rental price for cancellations longer than 1 month but no longer than 2 months before the start date of the rental period;
 - 90% of the rental price if canceled from 1 day but no longer than 1 month before the start date of the rental period;
 - 100% of the rental price if canceled on the starting date of the rental period.

E. CANCELLATION CLIENT DURING STAY

If the client decides during the stay to leave one or more days earlier, the client will consult with the owner. The owner then tries to advance the boat change one (or more days). If this fails, the client owes € 75 per day for additional work for the owner.

F. CANCELLATION / CHANGE OWNER

Lot of Carp reserves the right to make a change if this proves to be necessary. We also reserve the right to cancel your booking under certain circumstances. In exceptional cases we must change your booking radically, including but not limited to changing the sailing area, changing the travel date and changing to a less luxurious boat type. If we have to make a major change to your booking (other than due to the failure to pay) we will:

- a) Offer you an alternative trip of the same or better quality (if available)
- b) Offer you an alternative trip of a lower quality and compensate you for the price difference; or
- c) Cancel your trip and refund the full travel sum, excluding the premium for the cancellation coverage. We strongly advise you to give us an emergency contact telephone number in case unforeseen changes have to be made to your holiday in the short term.

G. NON-COMPLIANCE

- If one of the parties fails to fulfill its obligations, the other has the right to dissolve the agreement
 in whole or in part, unless the shortcoming is of a special nature or of limited scope. In the event
 of dissolution, there is also a right to compensation for any damage if the shortcoming can be
 attributed to the other person. If the holiday is completely or partially spoiled by the shortcoming,
 the client can claim compensation for this.
- 2. In the event of dissolution partial termination due to a shortcoming on the part of the owner, he will refund any rent and deposit paid in proportion to the termination.
- 3. If the boat is not delivered or is not delivered on time, the owner is entitled to 25% of the rental sum, subject to the full right to full compensation, as mentioned in paragraph 1.
- 4. If the client returns the boat later than agreed, then the owner is entitled to a proportional increase in the rental sum and compensation for the resulting damage during the rental period.
- 5. Owner is free to change the boarding location

H. COST DURING STAY

- 1. The costs directly related to the use of the boat (fuel for example) are borne by the client during the rental period.
- The necessary costs of normal maintenance, repairs, towing assistance and storage due to
 mechanical defects are borne by the owner. In such situations, the client must contact the owner
 directly. Reimbursement of costs incurred is on presentation of specified invoices. The client will
 take back replaced parts for the owner if possible.

I. DAMAGE

- 1. In the event of theft, seizure or substantial damage to the boat, inventory and accessories, the client shall consult the owner. Client adheres to the instructions of the owner.
- 2. The client is liable for damage and / or related towing and recovery costs incurred during the rental period.

J. INSURANCES

Damage or theft to the boat or household effects is not insured. The client is liable for all damage occurring during the rental period. The client has a travel and / or liability insurance.